indifference to the vital issues at stake in August, 1918," and give us confidence in their ability successfully to meet "pending and coming issues."

BROKER—VENDOR'S KNOWLEDGE OF HIS INSTRUMENTALITY NOT NECESSARY.—The plaintiff, a real estate broker sought to recover certain commissions from the defendant, claimed to be due the plaintiff for obtaining and furnishing a tenant for the defendant. The trial court refused an instruction to the effect that if the owner at the time of the sale did not know of the broker's instrumentality in procuring the purchaser, the broker could not recover. *Held,* there was no error. *McCready* v. *Nicholson* (Mich., 1921), 182 N. W. 54.

The Michigan Court in the first opportunity it has had to pass on this question rejects the Minnesota doctrine that "to entitle the broker to a commission where there is no exclusive agency, it must appear that the owner knew, or ought to have known from the circumstances that the broker was instrumental in inducing the purchaser to enter into the contract," *Quist* v. *Goodfellow,* 99 Minn. 509, and follows the great weight of authority that a broker is entitled to a commission on a sale of real estate if he is the procuring cause of the sale, and "it is wholly unimportant whether the vendor knew that his purchaser was sent by the broker or not. It is sufficient if that was the fact, and he was not misled by the agent," *Adams* v. *Decker,* 34 Ill. App. 17; *Lloyd* v. *Matthews,* 51 N. Y. 124. For complete citation of cases see 8 L. R. A. (N. S.) 153, *Note,* and 9 Ann. Cas. 431, *Note.* The test as laid down by the Michigan Court: "Was the broker the procuring cause of the sale or lease?" seems sufficient in itself to settle the question. If he was, it seems immaterial whether the vendor knew of it or not. The broker rendered a service and should receive his pay. Of course it is an easy thing for a real estate agent to conceive that he is the procuring cause of a sale of real estate—especially of valuable real estate—but at the same time a good many vendors seem not at all unwilling to accept the services of a real estate man's advertising, and then having secured a buyer, slip out without much more than a "Thank You." The Minnesota rule protects the vendor as against the real estate man by insisting on publicity, and causes the broker to put in his appearance before the sale, rather than, as has often happened, some days later. This seems to be a difficulty which should be left to a jury to be dealt with as a question of fact, viz., to ascertain whether the broker was the *procuring cause* of the sale; and not a question to be determined by reference to a standard set up by law. For a discussion as to procuring cause see 44 L. R. A. 321, *Note.*

CONSTITUTIONAL LAW—IMPAIRMENT OF CONTRACTS—ARBITRATION LAW.—The Arbitration Law (Laws of New York, 1920, Chap. 275), providing for arbitration when agreed upon in the contract between the parties *held* constitutional. It strengthens rather than impairs the obligation of a contract, and therefore does not violate Article I, Sec. 10, ch. 1 of the Federal Constitution relating to impairment of contracts. *Berkovitz, et al.* v. *Arbib & Houlberg, Inc.,* (N. Y., 1921), 130 N. E. 288.

A statute may not be declared unconstitutional for giving an additional

remedy, or enlarging or making more efficient an existing remedy for the enforcement of a contract. *National Surety Co.* v. *Architectural Decorating Co.*, 226 U. S. 276. For other cases to the same effect see 17 L. R. A. (N. S.) 779. In the principal case the remedy was not enlarged, but the statute made available two remedies when formerly there was but one on the contract. There was in the contract an agreement to arbitrate, but until the passage of the law in question, it was unenforceable. The only remedy before the law was an action for a breach, but after the law there was the additional remedy upon the agreement to arbitrate. Thus the law provided a remedy for the enforcement of an agreement to arbitrate which was unenforceable under the existing law when made. It would seem clear that the mere addition of a second remedy would strengthen or at least not impair the obligations of a contract so as to be unconstitutional. That authority as well as reason support the principal case, see *Gross* v. *U. S. Mortgage Co.*, 108 U. S. 477; *Ewell* v. *Daggs*, 108 U. S. 143, and other cases 12 CORPUS JURIS, 1070, note 86. By this law the court is not deprived of jurisdiction, but the time and manner of its exercise are adapted to the convention of the parties restricting the media of proof, and if after the decision of the arbitrator the parties refuse to accept it, then the court will carry out the enforcement of the decision according to the contract.

CONSTITUTIONAL LAW—MONOPOLIES—BASEBALL CLUB IS NOT ENGAGED IN "TRADE" OR "COMMERCE." — The Baltimore Club of the disbanded Federal League brought an action for damages under the Sherman Anti-Trust Act against the National and American Leagues and the members of the National Commission. It claimed that because of the reserve clause in the baseball players' contracts under the National Agreement the Federal League was unable to secure suitable players which caused its dissolution, and the plaintiff being without competition ceased to operate. Plaintiff asserted that the disbandment of the Federal League with the resulting interference with its interstate "trade" and "commerce" and the consequent injury was due to the acts of the defendants done in violation of the Sherman Anti-Trust Act. *Held*, the business of giving exhibitions of baseball games for profit is not trade or commerce and the reserve clause in baseball players' contracts was only indirect and incidental in its effect on the interstate commerce of a club outside the National Agreement, so that it does not amount to a violation of the Sherman Anti-Trust Act. *National League of Professional Baseball Clubs, et al.* v. *Federal Baseball Club of Baltimore, Inc.*, 269 Fed. 681.

The court, in arriving at this conclusion, held that the act complained of must affect directly and not merely in an indirect or incidental manner the interstate commerce, for the Sherman Act to be applicable. *Loewe* v. *Lawlor*, 208 U. S. 274; *Northern Securities Co.* v. *United States*, 193 U. S. 197. It then found that the reserve clause was intended only to protect the rights of the clubs operating under the agreement to retain their players, and so had only an indirect effect upon the plaintiff, and therefore was not prohibited by the law. The decision of the case placed upon this ground is cor-